

1 BILL NO. S-85-08-27

2 SPECIAL ORDINANCE NO. S-

162-85

3 AN ORDINANCE approving Civil City
4 Purchase Orders #A-41008, A-41009
5 and A-41010 with Richard Ness
6 Excavating, L. I. Griffin, and
7 Martin, Inc., through Community
8 Development and Planning for
9 the Safe Housing Enforcement
10 Division.

11 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
12 THE CITY OF FORT WAYNE, INDIANA:

13 SECTION 1. That Civil City Purchase Orders #A-41008,
14 A-41009 and A-41010, between the City of Fort Wayne, by and
15 through the Civil City Purchasing Agent and the Community Develop-
16 ment and Planning Department, for the Safe Housing Enforcement
17 Division, respectfully for:

18 approving the awarding of a bid with
19 respect to the demolition of various
20 structures throughout the City for
21 the Safe Housing Enforcement Depart-
22 ment;

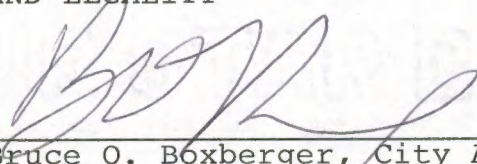
23 involving a total cost of Ten Thousand Nine Hundred Seventy and
24 No/100 Dollars (\$10,970.00), (Martin, Inc. - \$6,800.00; Richard
25 Ness Excavating, \$2,670.00; L. I. Griffin, \$1,500.00), all as
26 more particularly set forth in said Purchase Orders, which are
27 on file in the Office of the Department of Purchasing, and are
28 by reference incorporated herein, made a part hereof, and are
29 hereby in all things ratified, confirmed and approved.

30 SECTION 2. That this Ordinance shall be in full force
31 and effect from and after its passage, and any and all necessary
32 approval by the Mayor.

33 

Councilmember

34 APPROVED AS TO FORM
35 AND LEGALITY

36 

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Eisbach,
seconded by Stier, and duly adopted, read the second time
by title and referred to the Committee Finance (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne
Indiana, on _____, the _____ day of
_____, 19____, at _____ o'clock _____ M., E.S.

DATE: 8-27-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Eisbach,
seconded by Stier, and duly adopted, placed on its
passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 9-10-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort
Wayne, Indiana, as (ANNEXATION)—(APPROPRIATION)—(GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. S-162-85
on the 10th day of September, 1985,

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Mark E. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 11th day of September, 1985,
at the hour of 11:30 o'clock A. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 11th day of September,
1985, at the hour of 400 o'clock P. M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

BID REFERENCE #1211
 DEMOLITIONS
 S.H.E.D.
 OPEN: JULY 24, 1985 at 10:00 am

	950 E. Berry	2212 Gay	2213 S. Hanna	2820 John	809 E. Lewis	1404 McClellan
L. I. Griffin	\$2,600	\$1,500	\$1,644	\$2,230	\$1,660	No Bid
Martin Enterprises	\$2,100	\$1,800	\$1,200	\$1,900	\$1,600	No Bid
Richard Ness Excav.	\$2,670	\$1,850	\$1,595	\$2,115	\$1,810	\$2,670

CITY OF FORT WAYNE
DEPARTMENT OF PURCHASES
NUMBER ONE EAST MAIN STREET, ROOM 940
FORT WAYNE, IN 46802

PURCHASE ORDER NUMBER

A- 41008
08/22/85
080

DATE
REQ. NO.

THE ABOVE INFORMATION MUST APPEAR ON ALL INVOICES,
BILLS OF LADING, DELIVERY TICKETS, PACKAGES AND
CORRESPONDENCE.

INVOICE IN DUPLICATE

XXX

CIVIL CITY

CITY UTILITIES

APPROPRIATION
AND FUND NUMBER

1-95-008-DMA-14-415

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS, ETC., TO:

COMMUNITY DEVELOPMENT AND PLANNING 680
ONE MAIN STREET, ROOM 800
FORT WAYNE, IN 46802

MARTIN, INC. 1558-01
4315 MEYER ROAD
FORT WAYNE, IN 46801

DELIVER TO: DEPART-
MENT OR DIVISION

SAFE HOUSING ENFORCEMENT DIVISION
124 W. WAYNE STREET, SUITE 204
FORT WAYNE, IN 46802

CASH DISCOUNT TERMS % IF PAID WITHIN DAYS FROM DELIVERY AND
ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
		TAX EXEMPT (UNLESS OTHERWISE INDICATED)		
1	LST	PER BID REFERENCE NO. 1211:	6800.00	6800.00
		950 E. BERRY ST. 2100.00		
		2213 S. HANNA ST. 1200.00		
		809 E. LEWIS ST. 1600.00		
		2820 JOHN ST. 1900.00		
		TOTAL: 6800.00		
		SUBJECT TO COUNCILMANIC APPROVAL:		
		ORDINANCE NO:		
		DATE:		
		FOR INFORMATION CONTACT PURCHASING 219/427-1101	TOTAL:	6800.00

COMPLIANCE WITH THE
DELIVERY DATE RE-
QUESTED WILL AVOID
"FOLLOW UP" CORRE-
SPONDENCE.

UNLESS OTHERWISE INDI-
CATED THE PRICES SHOWN
INCLUDE ALL CHARGES
FOR DELIVERY, PACKING,
ETC., NECESSARY TO COM-
PLETE DELIVERY TO DES-
TINATION SPECIFIED.

NOTE

READ
INSTRUCTIONS ON
THE BACK OF THIS
ORDER

THE CONTRACTOR OR VENDOR,
BY ACCEPTING THIS ORDER,
AGREES TO THE GENERAL CON-
DITIONS AND TERMS OF AGREE-
MENT ON THE BACK OF THIS OR-
DER.

UNLESS OTHERWISE INDICATED,
THE PRICES SHOWN DO NOT IN-
CLUDE TAXES OF ANY KIND.

EXEMPTION BLANKS WILL BE
FURNISHED WHEN NECESSARY.

INDIANA SALES TAX EXEMPTION
CERTIFICATE NUMBER
034508-03

IF THIS ORDER DOES NOT
AGREE WITH YOUR QUO-
TATION KINDLY RETURN
IT WITH AN EXPLANA-
TION.

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED BY
UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE EXPENDITURE THERE-
FORE HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS AUTHOR-
IZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON FILE IN THIS OFFICE.

CITY CONTROLLER

DIRECTOR OF PURCHASES

PER _____

PER _____

CITY OF FORT WAYNE**DEPARTMENT OF PURCHASES**

Number One Main St., FT. WAYNE, IND. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Att. of Carol Offerle: 427-1101 DEPARTMENT OF PURCHASES

Address Room 940, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department or Division SAFE HOUSING ENFORCEMENT DIVISION

124 WEST WAYNE STREET, SUITE 204

Address FORT WAYNE, INDIANA 46802

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Time of Bids JULY 24, 1985 AT 10:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 84608. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)Page 1 of 24Ref. No. 1211Date July 3, 1985Date wanted July 24, 1985

Fund
Appropriation No. _____

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		DEMOLITION OF 10 (+/-) STRUCTURES AT VARIOUS LOCATIONS THROUGHOUT THE CITY OF FORT WAYNE PER THE ATTACHED SPECIFICATIONS.		
		950 E. Berry	2,600	
		227 E. Branning	1,600	
		2212 Gay	1,500	
		2820 John	2,230	
		2213 Hanna	1,644	
		809 E. Lewis	1,660	
		TOTAL		11,234.00
		AFFIRMATIVE ACTION: On File _____ Attached <u>X</u>		

Bid Bond required ☐ NO ☒ YES 5% of total bid Performance Bond ☐ NO ☒ YES 100%
See instruction item No. 16 on reverse side hereof.

Terms N/A % cash discount if paid within N/A days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within _____ days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

L.I. GRIFFIN, INC.

Per Bonnie Griffin Durall Name of Company President

Address 4920 S. Monroe, P.O. Box 6158
Fort Wayne, IN 46896

BID SHEETADDRESSBID

1.) 950 East Berry (House)	\$ 2,600.00
2.) 227 East Branning (House & Garage)	\$ 1,600.00
3.) 2212 Gay (House)	\$ 1,500.00
4.) 2213 South Hanna (House)	\$ 1,644.00
5.) 2820 John (House)	\$ 2,230.00
6.) 807 East Lewis (House)	\$
7.) 809 East Lewis (House & Garage)	\$ 1,660.00
8.) 1404 McClellan (House)	\$ NO BID
9.) 1204 Reckweg (House & Garage)	\$
10.) 509 St. Martins (House)	\$

TOTAL BID: \$ 11,234.00

THE BIDDER HEREBY ACKNOWLEDGES AND AGREES TO THE FOLLOWING SPECIFICATIONS:

- A. 1. The contractor shall, at his/her own expense, secure and pay to the appropriate department of the local government, the fees or charges for all permits required for demolition, sidewalks, sheds, pavement cuts and repaving of streets and sidewalks, and all other building, electrical, plumbing, gas and sewer permits necessary under the local regulatory body or any of its agencies.
2. Wages paid on the project shall not be less than the scale determined by law. The contractor shall submit weekly, a duplicate copy of his/her payroll, for the duration of the job, to the Administrator of Safe Housing Enforcement Department, to substantiate the payment of the wage scale.
- B. The contractor shall comply with the applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash on or off the area and shall commit no trespass on any public or private property in any operation due to or connected with the demolition and site clearance.
- C. The bidder must state how soon he/she can begin work, after the award of the contract. Within 5 days.
- D. The Safe Housing Enforcement Manager, shall be notified on the date of the start of demolition of each structure, and each structure shall be removed and site property cleared within five (5) days after starting date on that structure. For failure to comply, the contractor will pay five percent (5%) of the bid price per day per parcel as liquidated damages for each day that the work is not completed beyond five (5) days from the beginning of demolition of each structure, unless proper written approval of a longer completion period is obtained from the Safe Housing Enforcement Department Administrator.
- E. The contractor hereby agrees to the following details regarding the demolition of the above structures:
1. Demolish and remove all building and appurtenances thereto. After demolition is started the Contractor is to work on it continuously until completion unless otherwise stated in writing by the Safe Housing Enforcement Department Administrator.
2. Maintain control over operations to eliminate hazards to area residents. Nail and other tire puncturing items shall not be dropped on streets, alleys and adjacent property.
- Existing public streets, curbs and sidewalks shall be pro-

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA, }
ALLEN..... COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

L.I. GRIFFIN, INC.
Bonnie Griffin Durnell
Bidder or Agent

For L.I. GRIFFIN, INC.
Firm or Corporation

Subscribed and sworn to before me this 24th day of July, 1985

My Commission Expires
2/28/86

Blake A. Prentice
Blake A. Prentice-County of Allen

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., FT. WAYNE, IND. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of Carol Offerle: 427-1101 DEPARTMENT OF PURCHASES

Address Room 940, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department or Division SAFE HOUSING ENFORCEMENT DIVISION
124 WEST WAYNE STREET, SUITE 204

Address FORT WAYNE, INDIANA 46802

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Time of Bids JULY 24, 1985 AT 10:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 34508. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		DEMOLITION OF 10 (+/-) STRUCTURES AT VARIOUS LOCATIONS THROUGHOUT THE CITY OF FORT WAYNE PER THE ATTACHED SPECIFICATIONS.		
		Total Bid price - - - - - See separate list of unit prices on page #15		\$14,620.00
		AFFIRMATIVE ACTION: On File <input checked="" type="checkbox"/> Attached		

Bid Bond required ☐ NO ☒ YES 5% of total bid Performance Bond ☐ NO ☒ YES 100%
See instruction item No. 16 on reverse side hereof.

Terms % cash discount if paid within days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within days from receipt of order

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

Richard Ness Excav. & Trkg. Co., Inc.

For Richard Ness Title President

Address P.O. Box 455-Huntington, IN 46750

Page 1 of 24

Ref. No. 1211

Date July 3, 1985

Date wanted July 24, 1985

Fund
Appropriation No.

THE BIDDER HEREBY ACKNOWLEDGES AND AGREES TO THE FOLLOWING SPECIFICATIONS:

- A. 1. The contractor shall, at his/her own expense, secure and pay to the appropriate department of the local government, the fees or charges for all permits required for demolition, sidewalks, sheds, pavement cuts and repaving of streets and sidewalks, and all other building, electrical, plumbing, gas and sewer permits necessary under the local regulatory body or any of its agencies.
2. Wages paid on the project shall not be less than the scale determined by law. The contractor shall submit weekly, a duplicate copy of his/her payroll, for the duration of the job, to the Administrator of Safe Housing Enforcement Department, to substantiate the payment of the wage scale.
- B. The contractor shall comply with the applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash on or off the area and shall commit no trespass on any public or private property in any operation due to or connected with the demolition and site clearance.
- C. The bidder must state how soon he/she can begin work, after the award of the contract. Within 10 days.
- D. The Safe Housing Enforcement Manager, shall be notified on the date of the start of demolition of each structure, and each structure shall be removed and site property cleared within five (5) days after starting date on that structure. For failure to comply, the contractor will pay five percent (5%) of the bid price per day per parcel as liquidated damages for each day that the work is not completed beyond five (5) days from the beginning of demolition of each structure, unless proper written approval of a longer completion period is obtained from the Safe Housing Enforcement Department Administrator.
- E. The contractor hereby agrees to the following details regarding the demolition of the above structures:
1. Demolish and remove all building and appurtenances thereto. After demolition is started the Contractor is to work on it continuously until completion unless otherwise stated in writing by the Safe Housing Enforcement Department Administrator.
2. Maintain control over operations to eliminate hazards to area residents. Nail and other tire puncturing items shall not be dropped on streets, alleys and adjacent property.

Existing public streets, curbs and sidewalks shall be pro-

BID SHEETADDRESSBID

1.) 950 East Berry (House)	\$ 2,670.00
2.) 227 East Branning (House & Garage)	\$ 1,910.00
3.) 2212 Gay (House)	\$ 1,850.00
4.) 2213 South Hanna (House)	\$ 1,595.00
5.) 2820 John (House)	\$ 2,115.00
6.) 807 East Lewis (House)	\$
7.) 809 East Lewis (House & Garage)	\$ 1,810.00
8.) 1404 McClellan (House)	\$ 2,670.00
9.) 1204 Reckweg (House & Garage)	\$
10.) 509 St. Martins (House)	\$

TOTAL BID: \$ 14,020.00

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA,

---Huntington--- COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Richard Ness

President

Bidder or Agent

For Richard Ness Excav. & Trkg. Co., Inc.

Firm or Corporation

Subscribed and sworn to before me this 24 day of July, 1985

My Commission Expires

Dec. 5, 1986

Keith E. Steele

Keith E. Steele

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of _____

Five Per Cent (5%) of Maximum Bid _____ Dollars,

to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the _____

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐ Check No. _____ in the sum of _____ Dollars

on _____ Bank

of _____ is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER
AND
PRINCIPAL

Witnessed by:

SURETY

RICHARD NESS EXCAVATING & TRUCKING, INC.

Name of Bidder—Print or Type

By

Signature of Person Authorized to Sign

Title

Box 455

Street Name and Number

Huntington, Indiana

City, State and Zip Code

Date July 24, 1985

SEE COVER LETTER

UNITED STATES FIDELITY & GUARANTY COMPANY

Name of Company—Print or Type

Incorporated

In the State of: Maryland

Address

Baltimore, Maryland

By

Sign on this Line

Attorney-in-fact

Date July 24, 1985

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 96531

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski, Leonard Shirley, Diane T. Green and Joanne Mignerey

of the City of Fort Wayne State of Indiana
its true and lawful attorneys in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~XXXX~~ anyone of the said Gerald A. Dahle and the said John J. Pikel and the said Donald T. Belbutowski and the said Leonard Shirley and the said Diane T. Green and the said Joanne Mignerey

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 2nd day of November, A. D. 1984

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By A. Nord Bjorke
Vice-President.

(SEAL) (Signed) Jack S. Mallinger
Assistant Secretary.

STATE OF MARYLAND. }
BALTIMORE CITY, }

On this 2nd day of November, A. D. 1984, before me personally came A. Nord Bjorke, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Jack S. Mallinger, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said A. Nord Bjorke and Jack S. Mallinger were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1986.

(SEAL) (Signed) Margaret M. Hurst
Notary Public.

STATE OF MARYLAND }
BALTIMORE CITY, }

I, Sandra E. Banks, Clerk of the Circuit Court for Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this 2nd day of November, A. D. 1984

(SEAL) (Signed) Sandra E. Banks
Clerk of the Circuit Court for Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its ~~name~~ in States other than Maryland, and in the Territories of the United States and in the Provinces and territories of Canada;

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or ~~one~~ of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

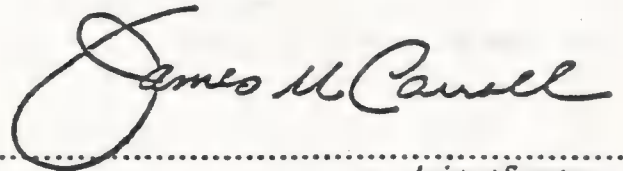
Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces or territories of Canada, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, James M. Carroll, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski, Leonard Shirley, Diane T. Green and Joanne Mignerey

of Fort Wayne, Indiana, authorizing and empowering them to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 25th day of November, 1981, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on July 24, 1985
(Date)



Assistant Secretary.

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., FT. WAYNE, IND. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.*

*Mail all replies and correspondence, etc. to Attn. of Carol Offerle: 427-1101 DEPARTMENT OF PURCHASES

Address Room 940, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department or Division SAFE HOUSING ENFORCEMENT DIVISION
124 WEST WAYNE STREET, SUITE 204

Address FORT WAYNE, INDIANA 46802

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Time of Bids JULY 24, 1985 AT 10:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 34608. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		DEMOLITION OF 10 (+/-) STRUCTURES AT VARIOUS LOCATIONS THROUGHOUT THE CITY OF FORT WAYNE PER THE ATTACHED SPECIFICATIONS.		12,400
AFFIRMATIVE ACTION: On File <input checked="" type="checkbox"/> Attached <input type="checkbox"/>				

Bid Bond required ☐ NO ☒ YES 5% of total bid Performance Bond ☐ NO ☒ YES 100%
See instruction item No. 18 on reverse side hereof.

Terms _____ % cash discount if paid within _____ days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within _____ days from receipt of order

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

Martin Enterprises Inc.
Name of Company
Jim Martin
Title President
Address 4315 Meyer Rd., Fort Wayne, Ind.

Page 1 of 24

Ref. No. 1211

Date July 3, 1985

Date wanted July 24, 1985

Fund
Appropriation No. _____

THE BIDDER HEREBY ACKNOWLEDGES AND AGREES TO THE FOLLOWING SPECIFICATIONS:

- A. 1. The contractor shall, at his/her own expense, secure and pay to the appropriate department of the local government, the fees or charges for all permits required for demolition, sidewalks, sheds, pavement cuts and repaving of streets and sidewalks, and all other building, electrical, plumbing, gas and sewer permits necessary under the local regulatory body or any of its agencies.
2. Wages paid on the project shall not be less than the scale determined by law. The contractor shall submit weekly, a duplicate copy of his/her payroll, for the duration of the job, to the Administrator of Safe Housing Enforcement Department, to substantiate the payment of the wage scale.
- B. The contractor shall comply with the applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash on or off the area and shall commit no trespass on any public or private property in any operation due to or connected with the demolition and site clearance.
- C. The bidder must state how soon he/she can begin work, after the award of the contract. Within 5 days.
- D. The Safe Housing Enforcement Manager, shall be notified on the date of the start of demolition of each structure, and each structure shall be removed and site property cleared within five (5) days after starting date on that structure. For failure to comply, the contractor will pay five percent (5%) of the bid price per day per parcel as liquidated damages for each day that the work is not completed beyond five (5) days from the beginning of demolition of each structure, unless proper written approval of a longer completion period is obtained from the Safe Housing Enforcement Department Administrator.
- E. The contractor hereby agrees to the following details regarding the demolition of the above structures:
1. Demolish and remove all building and appurtenances thereto. After demolition is started the Contractor is to work on it continuously until completion unless otherwise stated in writing by the Safe Housing Enforcement Department Administrator.
2. Maintain control over operations to eliminate hazards to area residents. Nail and other tire puncturing items shall not be dropped on streets, alleys and adjacent property.
- Existing public streets, curbs and sidewalks shall be pro-

BID SHEETADDRESSBID

- 1.) 950 East Berry (House)
- 2.) 227 East Branning (House & Garage)
- 3.) 2212 Gay (House)
- 4.) 2213 South Hanna (House)
- 5.) 2820 John (House)
- 6.) 807 East Lewis (House)
- 7.) 809 East Lewis (House & Garage)
- 8.) 1404 McClellan (House)
- 9.) 1204 Reckweg (House & Garage)
- 0.) 509 St. Martins (House)

\$ 2,100⁰⁰
\$ 1,500⁰⁰
\$ 1,800⁰⁰
\$ 1,200⁰⁰
\$ 1,900⁰⁰
\$ —
\$ 1,600⁰⁰
\$ —
\$ —
\$ 2,300⁰⁰

TOTAL BID:

\$ 12,400⁰⁰

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA, }
Allen COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Tim Martin
Bidder or Agent
For Martin Enterprises Inc.
Firm or Corporation

Subscribed and sworn to before me this 24th day of July, 1955
My Commission Expires 7-21-57

Robert Leon Gerke
Robert Leon Gerke



Standard Questionnaires and Financial Statement for Bidders

Prescribed by

THE STATE BOARD OF ACCOUNTS OF INDIANA

For use in investigating and determining the qualifications of bidders on public construction when the aggregate cost of any such work or improvement will be Five Thousand Dollars or more.

These statements to be submitted under oath by each bidder with and as a part of his bid, as provided by Chapter 306, page 1248, Acts of 1947

Submitted to City of Fort Wayne, Department of Public Purchases

By Martin Enterprises Inc (A Corporation
A Co-partnership
An Individual

Address 4315 Meyer Road, P.O. Box 522

Fort Wayne, Ind. 46801

Date submitted July 24, 1985

Filed _____

The name of the partnership firm under which the above partners are operating is _____

Give names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the partnership, the signatures of whom are legally binding.

The undersigned hereby declares that the foregoing is a true statement of the financial condition of the individual, co-partnership or corporation herein first named, as of the date herein first given; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitter a contract; and that any depository, vendor or other agency herein named is hereby authorized to supply such party with any information necessary to verify this statement.

NOTE: A co-partnership must give firm name and signatures of all partners. A corporation must give full corporate name, signature of official and affix corporate seal.

Martin Enterprises Inc
Tim Martin

Affidavit for Individual

STATE OF _____ }
COUNTY OF _____ } ss:

_____ being duly sworn, deposes and says that the foregoing financial statement, taken from his books, is a true and accurate statement of his financial condition as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

_____ day of _____ 19____

(Applicant must sign here)

Notary Public

Affidavit for Co-Partnership

STATE OF _____ }
COUNTY OF _____ } ss:

_____ being duly sworn, deposes and says that he is a member of the firm of _____; that he is familiar with the books of the said firm showing its financial condition; that the foregoing financial statement, taken from the books of the said firm, is a true and accurate statement of the financial condition of the said firm as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

_____ day of _____ 19____

(Member of firm must sign here)

Notary Public

Affidavit for Corporation

STATE OF Indiana }
COUNTY OF Allen } ss:

Tim Martin being duly sworn, deposes and says that he is *President* of the *Martin Enterprises Inc*, the corporation described in and which executed the foregoing statement; that he is familiar with the books of the said corporation showing its financial condition; that the foregoing financial statement, taken from the books of the said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

23rd day of *July* 19*85*

Robert Leon Gerke
Robert Leon Gerke

Notary Public

Tim Martin
(Officer must sign here)
My Commission Expires 7/21/87

7705
J-85-08-27
DIGEST SHEET

TITLE OF ORDINANCE: SPECIAL

DEPARTMENT REQUESTING ORDINANCE: PURCHASING

SYNOPSIS OF ORDINANCE:

AN ORDINANCE APPROVING THE AWARDDING OF A BID WITH RESPECT TO THE
DEMOLITION OF VARIOUS STRUCTURES THROUGHOUT THE CITY FOR THE
SAFE HOUSING ENFORCEMENT DEPARTMENT.

EFFECT OF PASSAGE:

RID THE CITY OF FORT WAYNE OF UNSAFE HOUSING

EFFECT OF NON-PASSAGE:

CONTINUED UNSAFE CONDITIONS

MONEY INVOLVED (Direct costs, Expenditures, Savings):

MARTIN INC.	\$6800.00
RICHARD NESS EXCAVATING	\$2670.00
L.I. GRIFFIN	\$1500.00

ASSIGNED TO COMMITTEE (President):

BILL NO. S-85-08-27

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Civil City

Purchase Orders #A-41008, A-41009 and A-41010 with Richard Ness

Excavating, L.I. Griffin, and Martin, Inc., through Community

Development and Planning for the Safe Housing Enforcement Division.

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)

(~~RESOLUTION~~) DO PASS DO NOT PASS WITHDRAWN

YES

NO

B. A. Eisbart
BEN A. EISBART
CHAIRMAN

Janet G. Bradbury
JANET G. BRADBURY
VICE CHAIRWOMAN

Samuel J. Talarico
SAMUEL J. TALARICO

Thomas C. Henry
THOMAS C. HENRY

James S. Stier
JAMES S. STIER

CONCURRED IN 9-10-85

SANDRA E. KENNEDY
CITY CLERK